memorial cannot longer be covered by agreement. If this statute is valid, two men in the same line of business, in the same town or village, cannot form a partnership if it tends to maintain prices. They must continue each for himself until one or the other or both are destroyed." The opinion points out the socialistic consequences of such legislation, and cites many more instances of how it would affect our business relations. It is probable that the case will be appealed and that we shall hear more of it.

VIOLATION OF FEDERAL ANTI-TRUST LAW.—The recent effort of the eastern railroads to enjoin the ticket scalpers of Buffalo from dealing in special tickets issued by them on account of the Pan-American Exposition, which were by their terms non-transferable, has been brought to naught by the application of the maxim that he who comes into equity must come with clean hands. In the case of *Delaware, L. & W. R. Co.* v. *Frank*, 110 Federal, 689, the Circuit Court for the Western District of New York sustains the right of a common carrier to issue and sell special tickets at a reduced fare on condition of the purchaser's agreement that the ticket shall not be transferred, and the contention that the use of such a ticket by another is in violation of the contract, and is an actionable wrong. The court also sustains the contention that a railroad ticket broker may be enjoined from inducing a holder of such a ticket to violate his agreement by selling the return portion of the same. The defense, however, brought out the fact that the railroads issuing these tickets were members of the Trunk Line Association, formed for the purpose of preventing competition, and operated upon a plan for pooling and dividing the passenger receipts upon an agreed basis. Such a combination is illegal and in violation of the Federal Anti-Trust Law. For this reason the court refuses the relief asked for.

WINDING UP BUILDING FUND ASSOCIATIONS—RULE FOR SETTLEMENT WITH BORROWING STOCKHOLDERS.—In *Southern Building and Loan Ass'n* v. *Johnson* (U. S. C. C. A. 4th circuit, sitting at Richmond, Nov. 5, 1901), the following rule for settlement with borrowing stockholders in the Southern Building and Loan Association—an association with a large number of borrowing stockholders in Virginia—was approved. The approved rule is thus stated: "He [the master] has charged the borrower with the money borrowed, and with interest thereon from the time when received by him, and has credited him with all payments made on 'premium stock,' as well prior to the loan, as after, with interest thereon, and with one-half of all fines paid; the statement of the account being made upon the principle of partial payments, the payments being applied at the dates when made. No credit is given to the borrower on his loan for the payments made by him on 'borrowing stock,' since the value of such stock could not be ascertained at that time. On this stock the borrower will be entitled to dividends when ascertained in proportion to the amount paid thereon by him."

The court holds, in accordance with the ruling of the Supreme Court of Tennessee, under the laws of which State the association was chartered, that the exaction of a premium otherwise than by competitive bidding was usurious, and, hence, payments made in the way of premiums are to be credited on the loan. *McCauley* v. *B. & L. Ass'n*, 97 Tenn. 421; *Port* v. *B. & L. Ass'n*, 97 Tenn. 498; *Carpenter* v. *Richardson*, 101 Tenn. 178. See *ante*, pp. 372, 505.